

State of Wisconsin
Department of Natural Resources
Box 7921
Madison, Wisconsin 53707

Cooperative State Trail Easement
Section 23.09(10), Wis. Stats.
Form 2200-161 (09-04)

BY THIS INDENTURE, the State of Wisconsin, Department of Natural resources, hereinafter referred to as DEPARTMENT, in consideration of One (\$1.00) Dollar and the mutual covenants hereinafter set forth, does hereby convey to County, hereinafter referred to as the COUNTY, a nonexclusive easement for the purpose of developing, operating, repairing and maintaining a recreational trail on the following described property in the State of Wisconsin:

The land subject to this conveyance is identified in the legal description, Exhibit(s) A and the maps attached as Exhibit(s) B hereinafter referred to as the "Property".

This space reserved for recording data:

Return to:

1. The COUNTY shall have the right to develop, maintain, operate and repair, a recreational trail on the above-described lands [located within the corridors of the former railroad grade, AKA " State Trail"] for the purpose of bicycling, walking, snowmobiling or other mutually agreed upon compatible uses, as determined through the master planning process as referenced in the Memorandum of Understanding signed , 20 , marked as Exhibit C, attached hereto and made a part hereof.
2. The title to the eased premises shall automatically revert to and re-vest in the DEPARTMENT without reentry upon the abandonment of the use of the same for recreational trail purposes or upon non-use of the same for a period of two years.
3. All fencing, surveying, signing, and similar activities, which are related to the development, maintenance, and operation of the trail shall be the responsibility of the COUNTY.
4. The DEPARTMENT reserves the right to convey other easements on the eased property including utility easements in and to the eased property. The DEPARTMENT must approve, and has sole discretion over, all land transactions, trail crossings, and easements for the trail corridor, but the COUNTY will be the first point of contact for inquiries from the public and/or private entities on these matters. Guidelines relating to easements for the driveways and road crossings will be provided to the COUNTY. If requests conform to the guidelines, they will be referred to the DEPARTMENT for executing an easement, lease, or agreement. If the requests do not conform to DEPARTMENT

guidelines, the COUNTY will deny the request. All proceeds from these transactions shall be payable to the DEPARTMENT. If the DEPARTMENT conveys any additional easements within the above-described property, the DEPARTMENT will require the respective grantees to restore the recreational trail to the satisfaction of the COUNTY.

5. The COUNTY will not permit any mortgage, pledge, security interest, lien or encumbrance, including without limitation tax liens or encumbrances and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the recreational trail or any portion of the eased premises.
6. The COUNTY shall pay all transfer taxes, recording costs or fees, or any similar expense in connection with the recording or filing of this easement.
7. The DEPARTMENT reserves no control over the employment, discharge, compensation of or services rendered by the COUNTY employees or contractors, and the COUNTY shall be and remain an independent party, and nothing herein shall be construed as inconsistent with the status or as creating or implying any partnership or joint venture between the COUNTY and DEPARTMENT and employees of the COUNTY or employees of any contractor shall not be considered DEPARTMENT employees.
8. In the exercise of its rights herein, including but not limited to the operation of the eased property as a recreational trail, the COUNTY shall not discriminate against any member of the public on the basis of age, race, creed, color, handicap, sex, marital status, arrest or conviction records, ancestry, sexual orientation, or membership in the National Guard, state defense force or any other reserve component of the military forces of the United States.
9. In connection with the performance of any work under the easement, the COUNTY agrees not to discriminate against any employee or applicant for employment because of age, handicap, physical condition, developmental disability as defined in s. 51.01(5), Stats., race, religion, sex, color, sexual orientation or national origin regarding employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The COUNTY agrees to take affirmative action to ensure employment opportunities for persons with physical disabilities.
10. The DEPARTMENT and the COUNTY agree that the provisions of Chapter NR 45, Wisconsin Administrative Code, remain applicable to the subject property. Pursuant to s. NR 45.01(1), Wisconsin Administrative Code, the DEPARTMENT retains management, supervision, and control

over the property for the purpose of enforcing Chapter NR 45, Wisconsin Administrative Code, when needed to protect the property. Daily routine enforcement remains the responsibility of the COUNTY.

11. Boundary disputes, trespass and other claims shall be the responsibility of the COUNTY. The DEPARTMENT upon mutual agreement of both parties may sell remnants of the property not needed for recreational trail purposes. Any such sales are subject to approval of the Natural Resources Board and the Governor and also subject to item 14 below. Should any of the adjacent landowners challenge County's and/or the State of Wisconsin's right to develop this trail by way of court action in either State or Federal court, or by other judicial or administrative challenge, the State will fully defend its rights to develop, in conjunction with the COUNTY, the trail which is the subject of this easement agreement.
12. The COUNTY agrees to save, keep harmless, defend, and indemnify the DEPARTMENT, and all of its officers, employees agents against any and all liability, claims, and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the COUNTY'S occupancy, use, service, operation, or performance of work in connection with this easement, except for any liability, claim or cost resulting from the negligent or intentional acts or omissions of the DEPARTMENT, its officers, employees or agents.
13. This easement shall be deemed in effect as of the date signed by the Grantee and accepted by the Grantor.

If the land subject to this conveyance is subject to reversion to rail use item 14 below shall apply.

14. This conveyance is being made subject to future restoration and reconstruction of the property for railroad purposes and subject to reservations, exceptions and easements, leases, agreements and permits authorized by the former railroad company or the DEPARTMENT prior to the execution of this easement. Grantor shall provide no less that one (1) year written notice of the necessity for the reestablishment of railroad service.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By _____

Scott Hassett, Secretary

STATE OF WISCONSIN)
) ss.
Dane County)

Personally appeared before me this day of 20, the above named Scott Hassett, Secretary of the Department of Natural Resources, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires/is _____

The terms of this easement are accepted for and on behalf of County this day of , 20.

COUNTY

By _____
Printed name:
Title:

STATE OF WISCONSIN)
) ss.
 County)

Personally appeared before me this day of , 20 , the above named _____,
to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission (expires)(is) _____

This instrument drafted by:
State of Wisconsin Department of Natural Resources